



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATION RFA-2021-DLTSS-07-LEGAL

FOR

LEGAL SERVICES
OLDER AMERICANS ACT, TITLE III SERVICES

March 17, 2020



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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

- 1.1.1.1. This Request for Applications (RFA) is published to solicit applications for the provision of legal services, that will allow the Department to assist elderly individuals to secure and maintain their independence, health and quality of life, increase their financial literacy and help prevent identify theft and financial exploitation, while remaining in their homes and communities. Services are provided to eligible adults, age sixty (60) years or older, who meet the Title III Older Americans Act requirements and have the greatest economic or social needs as defined in Subsection 1.2.
- 1.1.1.2. The selected Applicant must provide services statewide to eligible individuals who require legal advice, counseling and litigation by attorneys and paralegals to address questions and concerns of a civil nature related to consumer problems; family matters; healthcare; public or private housing. Additionally, the selected Applicant must provide legal advice and counseling relative to the Supplemental Nutrition Assistance Program; public assistance benefits and utility shut-offs as well as problems related to nursing home care or residential care services. Legal services also include representation at hearings or in court by attorneys, when necessary.
- 1.1.1.3. The Department of Health and Human Services (Department) anticipates awarding one (1) or more contracts for the services in this RFA.

1.1.2. Overview

- 1.1.2.1. The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.
- 1.1.2.2. The selected Applicant will provide legal services to individuals who:
 - 1.1.2.2.1. Are age sixty (60) years and older, with the most economic or social needs. For a complete description, please refer to:
 - 1.1.2.2.1.1. Older Americans Act as amended, Section 305 (a) (2)(E).
 - 1.1.2.2.1.2. Title III Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2- Nutrition Program Policies.



- 1.1.2.2.2. Are not already receiving the same or similar services through one (1) of the Department's Medicaid Waiver Programs, who are eligible for other New Hampshire Medicaid services; or
- 1.1.2.2.3. Are not receiving the same or similar services through the Veterans' Administration Program.

1.2. Scope of Services

1.2.1. Population

- 1.2.1.1. The selected Applicant must provide Legal Services statewide, pursuant to the Older Americans Act Title III Service Program, to individuals residing in independent living settings who:
 - 1.2.1.1.1. Are aged sixty (60) years and older with the greatest economic or social needs as described in the Older Americans Act Title III Services (Older Americans Act of 1965, as amended through P.L. 114-144, Enacted April 19, 2006; and
 - 1.2.1.1.2. Are not receiving the same or similar services through the Veterans' Administration; or
 - 1.2.1.1.3. Are eligible for Medicaid services, but who are not currently receiving the same or similar services through one (1) of the Department's Medicaid Waiver Programs.
- 1.2.1.2. The selected Applicant must provide legal services to eligible nursing home residents and clients living in a residential care setting.

1.2.2. Service Descriptions

- 1.2.2.1. The selected Applicant must provide attorney and paralegal services for legal advice, counseling and litigation services to address client questions and concerns of a civil nature related to:
 - 1.2.2.1.1. Client concerns, including but not limited to;
 - 1.2.2.1.1.1. Financial exploitation.
 - 1.2.2.1.1.2. Consumer protection and debt collection.
 - 1.2.2.1.1.3. Family legal problems.
 - 1.2.2.1.2. Family matters;
 - 1.2.2.1.3. Health care;
 - 1.2.2.1.4. Public and private housing;
 - 1.2.2.1.5. The Supplemental Nutrition Assistance Program;
 - 1.2.2.1.6. Public assistance benefits and utility shut-offs; and



1.2.2.1.7. Problems related to nursing home care or residential care services.

1.2.2.2. The selected Applicant must ensure attorneys provide attorney representation of clients at hearings or in court, when necessary.

1.2.2.3. The selected Applicant must provide statewide telephone access to clients through a toll-free number.

1.2.2.4. The selected Applicant must increase public awareness of services by:

1.2.2.4.1. Performing community outreach and education; and

1.2.2.4.2. Providing materials regarding client legal right and available legal services as written or electronic.

1.2.3. Client Access to Services

1.2.3.1. The selected Applicant must ensure clients can access services described in this contract by either:

1.2.3.1.1. Applying directly for, or requesting legal services:

1.2.3.1.1.1. The selected Applicant must determine eligibility for these services in accordance with the rules and requirements of Title III Services.

1.2.3.1.1.2. The selected Applicant must determine eligibility of the clients and provide written notice of eligibility within forty-five (45) days from the date eligibility was determined, indicating what services are to be provided, at what frequency and indicate the beginning and end dates for the client's eligibility period.

1.2.3.1.2. Client referred by Adult Protection Services (APS) :

1.2.3.1.2.1. In the event that a client has been referred to the selected Applicant by APS, the selected Applicant must not take an application, determine or re-determine the client's eligibility, or issue eligibility notifications, in accordance with the NH Administrative Rules He-E 502.

1.2.4. Staffing

1.2.4.1. The selected Applicant must adhere to the following staffing requirements:

1.2.4.1.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties in a



timely fashion for the number of clients and geographic area as identified in this Agreement.

1.2.4.1.2. Verify and document that all staff and volunteers have appropriate training, education, experience and orientation to fulfill the responsibilities of their respective positions.

1.2.4.1.2.1. This includes keeping up-to-date personnel and training records and documentation of all clients requiring licenses and certifications.

1.2.4.2. Develop a Staffing Contingency Plan and submit the plan, in writing, to the Department within thirty (30) days of Governor and Executive Council approval of the Agreement. The plan must include but is not limited to:

1.2.4.2.1. The process for replacement of staff in the event of loss of key personnel or other personnel during the period of this Agreement;

1.2.4.2.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

1.2.4.2.3. A description of time frames necessary for obtaining staff replacements;

1.2.4.2.4. An explanation of the selected Applicant's capabilities to provide, in a timely manner, staff replacements and additions with comparable experience; and

1.2.4.2.5. The method of bringing staff replacements and additions up-to-date regarding this Agreement.

1.2.5. Reporting

1.2.5.1. The selected Applicant must complete and submit quarterly reports on a pre-defined electronic form supplied by the Department. The report must be submitted by the fifteenth (15th) of the month following the quarter end date. The data will include, but not be limited to the following:

1.2.5.1.1. Expenses by program service provided, defined as Legal Services;

1.2.5.1.2. Revenue by program service provided, by funding source;

1.2.5.1.3. Number of units served by program service provided, by funding source;

1.2.5.1.4. Number of unduplicated clients served by service provided, by funding source;



- 1.2.5.1.5. Number of Title III clients served with non-BEAS funds;
- 1.2.5.1.6. Unmet client need and waiting list; and
- 1.2.5.1.7. Length of time clients are on a waiting list.
- 1.2.5.2. The selected Applicant must submit Service Delivery Verification reports for the following required performance measures:
 - 1.2.5.2.1. Service Records
 - 1.2.5.2.1.1. The number and percentage of clients for whom a report to Adult Protection Services was made.
 - 1.2.5.2.2. Experience
 - 1.2.5.2.2.1. The number and percentage of clients surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
 - 1.2.5.2.2.2. The selected Applicant will indicate the reason(s) why:
 - 1.2.5.2.2.2.1. Applicants were referred to Adult Protection Services; and
 - 1.2.5.2.2.2.2. The number and percentage of clients surveyed who reported their experiences with their services were not satisfactory or better.
 - 1.2.5.2.3. The selected Applicant must describe the quality improvement activity(s) to be initiated to address identified concerns about the quality of services.
 - 1.2.5.2.4. Service Delivery
 - 1.2.5.2.4.1. The selected Applicant must indicate the number of open cases at the end of each reporting period, per Unit 1.2.6.1.1.
 - 1.2.5.2.4.2. The selected Applicant must indicate the reason(s) applicants did not receive their planned services; and
 - 1.2.5.2.4.3. The selected Applicant must describe the quality improvement activity(s) to be initiated to



address identified concerns about service delivery.

1.2.6. Client Fees and Donations

1.2.6.1. Title III Services

1.2.6.1.1. With the exception of Paragraph 5.2.1. of this Agreement below, NH Administrative Rule He-E 502.12 allows Title III Contractors to ask clients receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

1.2.6.1.2. The selected Applicant must report the total amount of collected donations on the quarterly report and email to Shawn.Martin@dhhs.nh.gov or mail to:

Department of Finance
Shawn Martin
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

1.2.6.2. Adult Protection Services (APS)

1.2.6.2.1. Pursuant to RSA 161-F: 42 et seq., BEAS provides protection services to incapacitated adults to prevent and end neglect, abuse or exploitation.

1.2.6.2.2. When BEAS determines that a client needs protection services as described in the Adult Protection Program NH Administrative Rule He-E 700, the selected Applicant must agree that the payment received from BEAS for the specified services is payment in full for those services and must refrain from making any attempt to secure additional reimbursement of any type from the client for those services.

1.2.6.2.3. The selected Applicant providing Title III services must not charge fees or ask for donations from clients referred by the Department's Adult Protection Services (APS) Program as long as these clients remain active recipients of APS as verified by APS staff.

1.2.7. Adult Protection Services (APS)

1.2.7.1. The selected Applicant must report suspected abuse, neglect, self-neglect, and exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.



1.2.7.2. The selected Applicant must make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the selected Applicant and identifies the client in need of protection services.

1.2.8. E-Studio Electronic Information System

1.2.8.1. The selected Applicant must use the Department's E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions and other critical information.

1.2.8.2. The selected Applicant must identify all key personnel who will need E-Studio accounts to ensure that information from the Department can be shared with necessary agency staff. There is no cost to the selected Applicant for the Department to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

1.2.8.3. The selected Applicant must ensure their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so their account can be terminated.

1.2.9. Criminal Background and Adult Protective Services Registry Checks

1.2.9.1. The selected Applicant's staff members or volunteers, who will be interacting with, or providing hands-on care to, clients receiving services, are required to complete a BEAS State Registry check prior to providing services; in accordance with the requirement of RSA 161-F: 49.

1.2.9.2. The selected Applicant must conduct a New Hampshire Criminal Records background check on all agency staff and prospective employees or volunteers, funded under this contract, which must have client contact.

1.2.9.3. The selected Applicant, which is licensed, certified or funded by the Department, must meet the requirements of RSA 161-F: 49, which require the submission of the BEAS State Registry Consent Form of prospective employees who must have client contact, for review against the State Adult Protective Services Registry.

1.2.10. Grievance and Appeals

1.2.10.1. The selected Applicant must maintain a system for tracking, resolving and reporting client complaints regarding its services, processes, procedures and staff.



1.2.10.2. The selected Applicant must develop a grievance process. Any grievances filed are to be available to the Department upon request. At a minimum, the process must include the following:

- 1.2.10.2.1. Client name;
- 1.2.10.2.2. Type of service;
- 1.2.10.2.3. Date of written grievance;
- 1.2.10.2.4. Nature and subject of the grievance;
- 1.2.10.2.5. Who in the agency reconsiders agency decisions;
- 1.2.10.2.6. What are the issues that can be addressed in the grievance process; and
- 1.2.10.2.7. How clients are informed of their right to appeal or file grievances.

1.2.11. Wait Lists

1.2.11.1. The selected Applicant must provide all services covered by this contract to the extent that funds, staff and resources for this purpose are available.

1.2.11.2. The selected Applicant must maintain a wait list in accordance with the NH Administrative Rule He-E 502., when funding or resources are not available to provide the requested services. A wait list includes, at a minimum:

- 1.2.11.2.1. The client's full name and date of birth;
- 1.2.11.2.2. The name of the service being requested;
- 1.2.11.2.3. The date upon which the clients applied for services, which must be the date the application was received by the selected Applicant or BEAS;
- 1.2.11.2.4. The target date of implementing the services based on the communication between the client and the Department or selected Applicant;
- 1.2.11.2.5. The date upon which the client's name was placed on the wait list must be the date of the Notice of Decision in which the client was determined eligible for Title III services;
- 1.2.11.2.6. The client's assigned priority on the wait list, determined in accordance with Subsection 11.3 below of this Agreement; and



- 1.2.11.2.7. A brief description of the client's circumstances and the services they need.
- 1.2.11.3. The selected Applicant must prioritize each client's standing on the wait list by determining the individual's urgency of need in the following order.
 - 1.2.11.3.1. Client is in an institutional setting or is at risk of being admitted to, or discharged from, an institutional setting.
 - 1.2.11.3.2. Declining mental or physical health of the caregiver.
 - 1.2.11.3.3. Declining mental or physical health of the client.
 - 1.2.11.3.4. Client has no respite services while living with a caregiver.
 - 1.2.11.3.5. Length of time on the wait list.
 - 1.2.11.3.6. When two (2) or more clients on the wait list have been assigned the same service priority, the client served first will be the one (1) with the earliest application date.
 - 1.2.11.3.7. Clients who are being served under Adult Protection Services RSA 161-F: 42-57 must be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - 1.2.11.3.8. Clients with adult protection needs in accordance with RSA 161-F: 42-57 must be exempt from the wait list.
- 1.2.11.4. When client is placed on the wait list, the selected Applicant must notify the client in writing.
- 1.2.11.5. The selected Applicant must maintain the wait list for the length of the contract period and make it available to the Department upon request.
- 1.2.12. Notice of Failure to meet Service Obligations
 - 1.2.12.1. In the event that the selected Applicant for any reason is unable to meet any service obligations prior to the completion date, the selected Applicant must provide written notice of such inability at least ninety (90) days prior and must mail it to:

Bureau Director
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301
 - 1.2.12.2. Examples of failure to meet service obligations just include, but are not limited to:



- 1.2.12.2.1. Reducing hours of operation.
- 1.2.12.2.2. Changing a geographic service area.
- 1.2.12.2.3. Closing or opening a site.
- 1.2.12.3. The written notification must include the following:
 - 1.2.12.3.1. The reasons for the inability to deliver services;
 - 1.2.12.3.2. How service recipients and the community will be impacted;
 - 1.2.12.3.3. How service recipients and the community will be notified; and
 - 1.2.12.3.4. The selected Applicant's plan to transition clients into other services or refer the clients to other agencies.
- 1.2.12.4. The selected Applicant must maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - 1.2.12.4.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.
 - 1.2.12.4.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the selected Applicant or the State.
 - 1.2.12.4.3. The selected Applicant terminates a services or services for any reason.
 - 1.2.12.4.4. The selected Applicant cannot carry out all, or a portion of, the services, terms or conditions outlined in the contract or sub-contracts.
- 1.2.13. Transition Process
 - 1.2.13.1. The selected Applicant must have a transition process for clients in the event that they must be transitioned between the Department's contracted providers and must submit their written transition process to the Department within thirty (30) days of approval of the Contract Agreement. The process must ensure:
 - 1.2.13.1.1. Uninterrupted delivery of services for clients; and
 - 1.2.13.1.2. A method of notifying clients and the community about the transition. A staff member must be available to address questions about the transition.

1.3. Compensation & Contract Value



- 1.3.1. Funding for the resulting contract(s) is contingent upon meeting the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.044, Department of Health and Human Services, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers.
- 1.3.2. The total anticipated funds for contracts resulting from this RFA is \$292,600 across all selected Applicants.

Selected Applicant(s) will be reimbursed based on pre-established rates or units of completed services as follows:

- 1.3.2.1.1. The all-inclusive compensation rate for Legal Services is set at \$29.26 per hour.
- 1.3.2.1.2. A critical component of the Department's BEAS statewide delivery system is to ensure the ability to direct resources to where they are most needed in the most efficient and effective way possible. The Department reserves the right to award less than the total number of service units applied for.
- 1.3.2.1.3. Applicants are required to complete Appendix D – Application for Service Units Form.

1.4. Contract Period

The contract(s) resulting from this RFA are anticipated to be effective July 1, 2020 or upon Governor and Executive Council approval, whichever is later, through June 30, 2022.

The Department may extend contracted services for up four (4) additional years based on satisfactory Contractor performance, continued funding and Governor and Executive Council approval.

1.5. Mandatory Responses to RFA Questions

- 1.5.1. **Scoring Applicant Experience**– Applicant experience will be allocated a maximum score of fifty (50) points. Applicants must demonstrate the experience to perform all services requested in this RFA.

Question 1 of 3 – Describe, in narrative form, your experience working with the population described in Subsection 1.1, Purpose and Overview. Include Curriculum Vitae or Resumes and credentials of key staff that will provide services.

- 1.5.2. **Scoring Applicant Capability** – Applicant capability will be allocated a maximum score of twenty five (25) points. Applicants must demonstrate the capability to perform all services requested in this RFA.



Question 2 of 3 – Describe, in narrative form, your capability to perform the entire Scope of Work outlined in this RFA.

1.5.4 Scoring Applicant Capacity – Applicant capacity will be allocated a maximum score of twenty five (25) points. The applicant must demonstrate the capacity to perform all services requested in this RFA.

***Question 3 of 3** – Describe, in narrative form, your capacity to perform the entire Scope of Work described in this RFA.*

1.6. Application Evaluation

Questions will be scored by applying the following total possible points:

Experience (Q1)	50 Points
Capability (Q2)	25 Points
Capacity(Q3)	25 Points
Total	100 Points

2. Notices

2.1. Exceptions

- 2.1.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3.
- 2.1.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 2.1.3. If the Department accepts an Applicant's exception the Department will, at the conclusion of the RFA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the Department's responses on or about the date indicated in Section 3.
- 2.1.4. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

2.2. RFA Amendment

The Department reserves the right to amend this RFA, as it deems appropriate prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, the



Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

2.3. Contract Monitoring Provisions

- 2.3.1. All Applicants must complete Appendix B, Contract Monitoring Provisions.
- 2.3.2. The Department will use Applicant responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Applicant is awarded a contract. The risk assessment will not be used to disqualify or score Applications.
- 2.3.3. The Department will complete the risk assessment utilizing multiple factors that include, but are not limited to:
 - 2.3.3.1. Grant management experience.
 - 2.3.3.2. Documented history of non-performance or non-compliance.
 - 2.3.3.3. Audit findings.
 - 2.3.3.4. Recent personnel or system changes.
 - 2.3.3.5. Financial solvency.
 - 2.3.3.6. Adequacy of internal controls.
- 2.3.4. The Department may incorporate contract monitoring procedures and activities into the final contract to address identified risks, which may include but are not limited to:
 - 2.3.4.1. Requiring the Contractor to provide fiscal reports and documentation behind reports to the Department for review.
 - 2.3.4.2. Reviewing Contractor reporting processes and systems for data integrity.
 - 2.3.4.3. Performing file reviews to ensure Contractor compliance with state and federal laws and rules in the administration of the contract.
 - 2.3.4.4. Conducting site visits to assess Contractor compliance with applicable contract objectives and requirements.
 - 2.3.4.5. Reviewing Contractor expenditure details to ensure all expenditures are allowable and in compliance with federal and state laws and other applicable policies or rules.
 - 2.3.4.6. Providing targeted training or technical assistance to the Contractor.
 - 2.3.4.7. Reviewing monthly financial data to assess Contractor financial solvency.
- 2.3.5. **Statement of Applicant's Financial Condition** (Note: If applicant is an individual, this Section does not apply.)



- 2.3.5.1. The Applicant's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
- 2.3.5.2. Each Applicant must submit audited financial statements for the four (4) most recently completed fiscal years. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.
- 2.3.5.3. Complete financial statements must include the following:
 - 2.3.5.3.1. Opinion of Certified Public Accountant;
 - 2.3.5.3.2. Balance Sheet;
 - 2.3.5.3.3. Income Statement;
 - 2.3.5.3.4. Statement of Cash Flow;
 - 2.3.5.3.5. Statement of Stockholder's Equity of Fund Balance;
 - 2.3.5.3.6. Complete Financial Notes; and
 - 2.3.5.3.7. Consolidating and Supplemental Financial Schedules.
- 2.3.5.4. An Applicant, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. An Applicant, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Applicant alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
- 2.3.5.5. If an Applicant is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the Applicant shall submit the following as part of its Application:
 - 2.3.5.5.1. Uncertified financial statements; and
 - 2.3.5.5.2. A certificate of authenticity which attests that the financial statements are correct in all material



respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

2.4. Compliance

2.4.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

2.4.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.

2.4.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

2.4.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

2.4.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

2.4.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

2.4.3.4. Medical records on each patient/recipient of services.

2.4.4. Credits and Copyright Ownership

2.4.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, *"The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding*



sources as were available or required, e.g., the United States Department of Health and Human Services.”

2.4.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

2.4.5. Culturally and Linguistically Appropriate Standards

2.4.5.1. The New Hampshire Department of Health and Human Services is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

2.4.5.2. The Department requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

2.4.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFA, and, in the Applicant /RFA section of the Department's website.

2.4.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more



culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

- 2.4.5.5. Applicants are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 2.4.5.6. Successful Applicants will be:
 - 2.4.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 2.4.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Applicant /RFA section of the Department's website.
- 2.4.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 2.4.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 2.4.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 2.4.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and



2.4.5.7.4. The resources available to the organization to provide language assistance.

2.4.5.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.

2.4.5.9. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

2.4.6. Audit Requirements

2.4.6.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

2.4.6.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

2.4.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

2.4.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

2.4.6.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

2.4.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.



- 2.4.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 2.4.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

2.5. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude the Department from obtaining the best possible Application.

2.6. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist identified in Paragraph 3.4.1.

2.7. Public Disclosure

- 2.7.1. Pursuant to RSA 21-G:37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the Department will publish the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFA, the Department will post the name, rank or score of each Applicant. Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.
- 2.7.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the TransparentNH website.
- 2.7.3. Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and



proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

- 2.7.4. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their Application.**
- 2.7.5. Each Applicant acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, the Department will notify the Applicant and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the Department may release the information on the date specified in its notice to the Applicant without incurring any liability to the Applicant.

2.8. Non-Commitment

Notwithstanding any other provision of this RFA, this RFA does not commit the Department to award a Contract. The Department reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

2.9. Liability

By submitting an Application in response to this RFA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting contract.

2.10. Request for Additional Information or Materials

The Department may ask any Applicant to provide additional information or materials needed to clarify information presented in the Application. . Such a request will be issued in writing and will not provide an Applicant with an opportunity to change, extend, or otherwise amend its Application in intent or substance.

2.11. Oral Presentations and Discussions



The Department reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

2.12. Successful Applicant Notice and Contract Negotiations

- 2.12.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

2.13. Scope of Award and Contract Award Notice

- 2.13.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 2.13.2. If a contract is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

2.14. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Applicant location or at any other location deemed appropriate by the Department, in order to determine the Applicant's capacity to satisfy the terms of this RFA. The Department may also require the Applicant to produce additional documents, records, or materials relevant to determining the Applicant's capacity to satisfy the terms of this RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Applicant.

2.15. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFA shall be governed by RSA 21-G:37, and the procedures and terms of this RFA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFA. In the event that any legal action is brought challenging this RFA and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of



litigation.

2.16. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

2.17. Ethical Requirements

From the time this RFA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFA, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Application to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

3. Application Process

3.1. Overview

- 3.1.1. Application documents must be presented in the order indicated below.
- 3.1.2. Applications must conform to all instructions, requirements and contents indicated below.

3.2. Application Submission

- 3.2.1. Applications must be submitted electronically to the Contract Specialist at the email address specified in Paragraph 3.4.2 as well as to Dorinda.Downing@dhhs.nh.gov and contracts@dhhs.nh.gov
 - 3.2.1.1. The subject line must include the following information:
 - 3.2.1.1.1. RFA-2021-DLTSS-07-LEGAL (email XX of XX)
- 3.2.2. The maximum size of file attachments per email is ten (10) MB. Applications with file attachments exceeding ten (10) MB must be submitted via multiple emails.
- 3.2.3. The Department must receive the Application by the time and date specified in Paragraph 3.4.1. and in the manner specified or it will be rejected as non-compliant. In limited circumstances where a deviation is



minor, explainable, and has no material impact on the competition between the proposers, a deviation may be waived by the Department.

- 3.2.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded if not re-claimed by the Applicant by the time the contract is awarded. Delivery of the Application shall be at the Applicant's expense.

3.3. Application Content

- 3.3.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:

- 3.3.1.1. Reference, **RFA-2021-DLTSS-07-LEGAL**;
- 3.3.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or organization;
- 3.3.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
- 3.3.1.4. Contain the date that the Application was submitted; and
- 3.3.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.

- 3.3.2. **Mandatory Responses** to RFA Questions in Subsection 1.5.

- 3.3.3. **Curriculum Vitae or Resume** of each individual performing functions identified in this RFA.

- 3.3.4. **Licenses, Certificates and Permits** as required by this Request for Application.

- 3.3.5. **Current Certificate of Insurance**

- 3.3.6. **Three (3) references for the Applicant.** The Department reserves the right to contact any reference identified. Each reference must include:

- 3.3.6.1. Name, address, telephone number of the reference.
- 3.3.6.2. Description of the nature of the relationship between the Applicant and the reference.
- 3.3.6.3. Length of time the reference has been affiliated with the Applicant.

- 3.3.7. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest



3.3.8. **Financial Information required in Paragraph 2.3.5.**

3.3.9. Appendix B – Contract Monitoring Provisions

3.3.10. Appendix C – CLAS Requirements

3.3.11. Appendix D – Application for Service Units Form

3.4. Procurement Timetable and Contact Information

3.4.1. Schedule of Events

Item	Action (All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)	Date
1.	RFA Release Date	03/17/2020
3.	RFA Applicant Questions Submission Deadline	03/26/2020 by 11:59 PM
4.	Department Responses to Questions Published	04/02/2020
5.	Application Submission Deadline	04/22/2020 by 3:00 PM

3.4.2. All Applications must be submitted to:

State of New Hampshire
Department of Health and Human Services
Katie Murphy, Contract Specialist
Bureau of Contracts & Procurement
Email: Susan.Murphy@dhhs.nh.gov
Phone: (603) 271-9685

3.4.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.4.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

3.5. Applicant's Questions and Answers

3.5.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be



made in writing, citing the RFA page number and part or subpart, and submitted to the Contract Specialist identified in Paragraph 3.4.2.

- 3.5.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 3.5.3. Questions may be submitted by e-mail; however, the Department assumes no liability for ensuring accurate and complete e-mail transmissions.
- 3.5.4. Questions must be received by the deadline provided in Paragraph 3.4.1, Procurement Timetable.
- 3.5.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 3.4.1, Procurement Timetable.

3.6. Validity of Application

Applications must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Contract, whichever is later.

4. Appendices

- 4.1. Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only – do not return*)**
- 4.2. Appendix B – Contract Monitoring Provisions**
- 4.3. Appendix C – CLAS Requirements**
- 4.4. Appendix D – Application for Service Units Form**